

EXHIBIT E

**LABOR AND MATERIAL PAYMENT BOND**

(11/17/98)

**KNOW TO ALL BY THESE PRESENTS:**

That we, \_\_\_\_\_  
(full legal name and street address of Contractor)

as Contractor, hereinafter called Contractor, is held and firmly bound unto the  
\_\_\_\_\_ its successors and assigns, as Obligee, hereinafter  
(State/County entity)

called Obligee, in the amount of \_\_\_\_\_  
(Dollar amount of contract)

DOLLARS (\$\_\_\_\_\_), lawful money of the United States of America,  
for the payment of which to the said Obligee, well and truly to be made, Contractor binds  
itself, its heir, executors, administrators, successors and assigns, firmly by these  
presents. Said amount is evidenced by:

- ☐ Legal Tender;
- ☐ Share Certificate unconditionally assigned to or made payable at sight to  
Description: \_\_\_\_\_  
\_\_\_\_\_
- ☐ Certificate of Deposit No. \_\_\_\_\_, dated \_\_\_\_\_ issued by  
\_\_\_\_\_ drawn on \_\_\_\_\_  
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_  
\_\_\_\_\_;
- ☐ Cashier's check No. \_\_\_\_\_, dated \_\_\_\_\_ drawn on \_\_\_\_\_ a  
bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_  
\_\_\_\_\_;
- ☐ Teller's Check No. \_\_\_\_\_, dated \_\_\_\_\_ drawn on \_\_\_\_\_ a  
bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_  
\_\_\_\_\_;

☐ Treasurer's Check No. \_\_\_\_\_, dated \_\_\_\_\_ drawn on \_\_\_\_\_ a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;

☐ Official Check No. \_\_\_\_\_, dated \_\_\_\_\_ drawn on \_\_\_\_\_, a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;

☐ Certified Check No. \_\_\_\_\_ dated \_\_\_\_\_, accepted by a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;

**WHEREAS:**

The Contractor has by written agreement dated \_\_\_\_\_ entered into a contract with Obligee for the following Project: \_\_\_\_\_

hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

**NOW, THEREFORE,**

The condition of this obligation is such that, if Contractor shall promptly and faithfully perform the Contract in accordance with, in all respects, the stipulations, agreements, covenants and conditions of the Contract as it now exists or may be modified according to its terms, free from all liens and claims and without further cost, expense or charge to the Obligee, its officers, agents, successors or assigns, free and harmless from all suits or actions of every nature and kind which may be brought for or on account of any injury or damage, direct or indirect, arising or growing out of the doing of said work or the repair or maintenance thereof or the manner of doing the same or the neglect of the Contractor or its agents or servants or the improper performance of the Contract by the Contractor or its agents or servants or from any other cause, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

**AND IT IS HEREBY STIPULATED AND AGREED** that suit on this bond may be brought before a court of competent jurisdiction without a jury, and that the sum or sums specified in the said Contract as liquidated damages, if any, shall be forfeited to the Obligee, its successors or assigns, in the event of a breach of any, or all, or any part of, covenants, agreements, conditions, or stipulations contained in the Contract or in this bond in

accordance with the terms thereof.

**AND IT IS HEREBY STIPULATED AND AGREED** that this bond shall inure to the benefit of any and all persons entitled to file claims for labor performed or materials furnished in said work so as to give any and all such persons a right of action as contemplated by Sections 103D-324(d) and 103D-324(e), Hawaii Revised Statutes.

The amount of this bond may be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payments of mechanics liens which may be filed of record against the Project, whether or not claim for the amount of such lien be presented under and against this bond.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Seal) \_\_\_\_\_  
Name of Contractor

\* \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\*ALL SIGNATURES MUST BE  
ACKNOWLEDGED BY A NOTARY PUBLIC